



**TERMINAL DISCLAIMER TO OBVIATE DOUBLE PATENTING
REJECTION OVER A PRIOR PATENT**

In re Application of:

Application No.: 10/777,458

Filed: February 12, 2004

For: Hydrocratic Generator

Docket Number: 1147-110.US

The owner*, Wader, LLC, of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 USC 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patents Nos. 6,559,554 and 6,313,545. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 USC 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. ☒ For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application of any patent issued thereon.

2. ☐ The undersigned is an attorney or agent of record.

Signature

Name: Warren Finley, Managing Director

September 20 2005

- ☒ Terminal disclaimer fee under 37 CFR 1.20(d) included.

*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by assignee (owner).

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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Owner: Wader, LLC
Application No.: 10/777,458
Filed: February 12, 2004
Entitled: "Hydrocratic Generator"

Wader, LLC, a corporation, states that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors of the patent application identified above. The Assignment was recorded in the United States Patent and Trademark Office at Reel [not yet available], Frame [not yet available].

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date: September 20, 2005

Signature: Warren Finley

Type or printed name: Warren Finley, Managing Director

COPY

ASSIGNMENT

WHEREAS we, Gary Alstot, Warren Finley, Anthony T. Jones, Edward Pscheidt, and Geoffrey E. Dolbear, hereinafter referred to as the "Assignors", have invented a new and useful invention entitled "Hydrocratic Generator" for which we have executed application papers for United States Patent Application No. 10/777,458 filed February 12, 2004, and

WHEREAS we verily believe ourselves to be the original, first and joint inventors of the invention set forth in said application for Letters Patent and represent that we have not conveyed or hypothecated any right or interest therein, and

WHEREAS Wader LLC, a Limited Liability Company of the State of California, hereinafter referred to the "Assignee", having a principal place of business at 1076 Skyline Drive, Laguna Beach, California 92651, is desirous of acquiring the entire and exclusive right, title and interest in and to said invention, any and all patent applications which may be filed thereon, and all Letters Patent which may be granted or issued therefor in the United States and throughout the world, including any and all divisions, continuations, reissues and extensions of any of the foregoing;

NOW, THEREFORE, for good and valuable consideration and for the further consideration of the sum of One Dollar (\$1.00) plus, receipt of which is hereby acknowledged, Assignors do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to said invention, patent applications and Letters Patent which may be granted or issued for said invention in the United States and throughout the world, including all divisions, continuations, reissues and extensions thereof, and all international priority rights associated therewith, all to be held and enjoyed as fully and completely as the same might have been held by Assignors had this assignment not been made, and Assignors hereby authorize and request the Director of Patents and Trademarks of the United States and the duly constituted authorities of foreign countries to issue all Letters Patent relating to the foregoing assigned rights to said Assignee, its successors and assigns.

Assignors agree that they will at all times keep the said Assignee advised of their whereabouts, and will promptly, upon request, and without further compensation, but at no out-of-pocket cost or expense to themselves, do all lawful acts including the execution of all necessary documents, and the giving of testimony that in the opinion of said Assignee, its successors and assigns may be necessary or desirable for obtaining, sustaining and reissuing United States and foreign Letters Patent relating to the foregoing assigned rights, and perfecting, affirming recording and maintaining the title of said Assignee, its successors and assigns thereto, and that Assignors will generally cooperate to the fullest extent in all matters pertaining to said inventions and patents, and said Assignee's title thereto.

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IN WITNESS WHEREOF, we have executed this instrument, as follows:

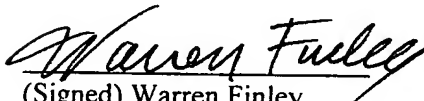
Full name of Inventor/Assignor : Gary Alstot
Citizenship : United States of America
Address : 3099 Cresta Way, Laguna Beach, California 92651

Date: September 16, 2005


(Signed) Gary Alstot

Full name of Inventor/Assignor : Finley, Warren
Citizenship : United States of America
Address : 1076 Skyline Drive, Laguna Beach, California 92651.

Date: September 14, 2005


(Signed) Warren Finley

Full name of Inventor/Assignor : Anthony T. Jones
Citizenship : United States of America
Address : 22 Battery Str, Ste 40, San Francisco, California 94111

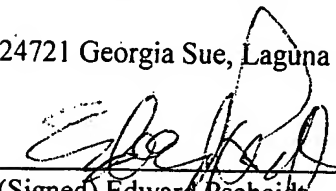
Date: September 14, 2005


(Signed) Anthony T. Jones

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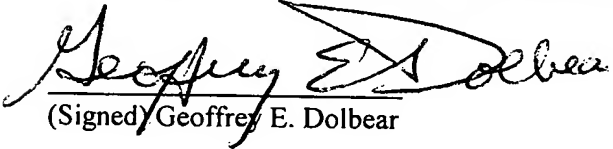
Full name of Inventor/Assignor : Pscheidt, Edward
Citizenship : United States of America
Address : 24721 Georgia Sue, Laguna Hills, California 92653

Date: September , 2005


(Signed) Edward Pscheidt

Full name of Inventor/Assignor : Geoffrey E. Dolbear
Citizenship : United States of America
Address : 23050 Aspen Knoll Dr, Diamond Bar, California 91765

Date: September 19 , 2005


(Signed) Geoffrey E. Dolbear

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